

## 21 C.J.S. Courts § 55

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### Courts

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## II. Jurisdiction of Courts

### D. Jurisdiction of Person

#### 4. Particular Circumstances or Actions Affecting Exercise of Personal Jurisdiction

§ 55. Contracts as basis for personal jurisdiction—Place of performance

[Topic Summary](#) | [References](#) | [Correlation Table](#)

### West's Key Number Digest

West's Key Number Digest, [Courts](#)  13.3(10), 13.3(11), 13.5(3)

**A contract be performed in the forum state is a basis for jurisdiction in that state.**

Generally, if the contract is to be performed in the forum state, there is a basis for the forum state's exercise of personal jurisdiction with respect to the contract<sup>1</sup> whether in whole or in part in the forum state.<sup>2</sup>

A contract calling for performance outside the forum state does not subject a party to jurisdiction in the forum state.<sup>3</sup> A forum state has no substantial connection with a contract for purposes of personal jurisdiction over a nonresident party when all elements of the contract occur in another state, including the solicitation, acceptance, and performance of the contract.<sup>4</sup>

A contract to be performed in the forum state need not specifically require performance in the forum, and jurisdiction is not limited to the performing party, but if jurisdiction is based solely on performance in the forum, it should appear that the parties expressly contemplated or required such performance or that performance was actually in the forum and was the most substantial part of the obligations of the contract.<sup>5</sup>

A promise to pay for services to be performed in the forum state may provide a sufficient connection to support personal jurisdiction over a nonresident defendant<sup>6</sup> but that a contract is payable in the forum may be alone insufficient.<sup>7</sup>

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## Footnotes

- 1 U.S.—Bally Gaming, Inc. v. Caldwell, 12 F. Supp. 3d 907 (S.D. Miss. 2014) (applying Mississippi law).  
Ark.—Twin Springs Group, Inc. v. Karibuni, Ltd., 2009 Ark. App. 649, 344 S.W.3d 100 (2009).  
Colo.—Gognat v. Ellsworth, 224 P.3d 1039 (Colo. App. 2009), judgment aff'd, 259 P.3d 497 (Colo. 2011).  
Fla.—Olson v. Robbie, 141 So. 3d 636 (Fla. 4th DCA 2014).  
N.Y.—Paradigm Marketing Consortium, Inc. v. Yale New Haven Hosp., Inc., 124 A.D.3d 736, 2 N.Y.S.3d 180 (2d Dep't 2015).  
Tex.—Hoagland v. Butcher, 474 S.W.3d 802 (Tex. App. Houston 14th Dist. 2014).  
Wash.—SeaHAVN, Ltd. v. Glitnir Bank, 154 Wash. App. 550, 226 P.3d 141 (Div. 1 2010).  
**A.L.R. Library**  
Construction and application of state statutes or rules of court predicated in personam jurisdiction over nonresidents or foreign corporations on making or performing a contract within the state, 23 A.L.R.3d 551.
- 2 U.S.—Mullen v. Bell Helicopter Textron, Inc., 2015 WL 5882057 (S.D. Miss. 2015) (applying Mississippi law).
- 3 Mont.—Milky Whey, Inc. v. Dairy Partners, LLC, 2015 MT 18, 378 Mont. 75, 342 P.3d 13 (2015).  
Tex.—Ashdon, Inc. v. Gary Brown & Associates, Inc., 260 S.W.3d 101 (Tex. App. Houston 1st Dist. 2008).
- 4 Okla.—Burggraf Services, Inc. v. H2O Solutions, 2014 OK CIV APP 88, 369 P.3d 52 (Div. 3 2014).
- 5 U.S.—Preferred Display, Inc. v. Vincent Longo, Inc., 642 F. Supp. 2d 98 (D. Conn. 2009) (applying Connecticut law).
- 6 Ark.—Twin Springs Group, Inc. v. Karibuni, Ltd., 2009 Ark. App. 649, 344 S.W.3d 100 (2009).
- 7 Tex.—Weatherford Artificial Lift Systems, Inc. v. A & E Systems SDN BHD, 470 S.W.3d 604 (Tex. App. Houston 1st Dist. 2015).

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